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(Enlist)Amendment No. 2
Contract No. (RD)XG-2235

NOVATION AGREEMENT

THIS AGREEMENT, entered into as of _____ December _____, 1960, and effective 30 June 1960, by and between _____, 25X1
a corporation duly organized and existing under the laws of the State of Delaware with its principal office at Wilmington, Delaware. (hereinafter referred to as the "Transferor"); _____ a 25X1
corporation duly organized and existing under the laws of the State of Virginia, (hereinafter referred to as the "Transferee"); and the UNITED STATES OF AMERICA, represented by the Contracting Officer (hereinafter referred to as the "Government");

WITNESSETH:

WHEREAS, the Government represented by the Contracting Officer has entered into certain contracts with the Transferor, namely Contract No. (RD)XG-2235 (hereinafter referred to as "the Contract"); and the term "the Contract" as hereinafter used means the above contract and any and all task orders thereunder, and supplemental agreements and change orders thereto;

WHEREAS, as of 30 June 1960 the Transferor assigned, conveyed and transferred to the Transferee all the assets of the Transferor by virtue of an Amalgamation Agreement between the Transferor and the Transferee;

WHEREAS, the Transferee, by virtue of said Amalgamation Agreement, has acquired all the assests of the Transferor;

WHEREAS, by virtue of said Amalgamation Agreement, the Transferee has assumed all the duties, obligations and liabilities of the Transferor under the Contract, excluding all indebtedness owing by the Transferor to the Transferee;

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This material contains information the disclosure of which in any manner to an unauthorized person is prohibited by law.

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WHEREAS, the Transferee is in a position fully to perform the Contract and such duties and obligations as may exist under the Contract;

WHEREAS, it is consistent with the Government's interest to recognize the Transferee as the successor party to the Contract;

WHEREAS, there has been filed with the Government evidence of said assignment, conveyance or transfer;

NOW THEREFORE, in consideration of the premises, the parties hereto agree as follows:

1. The Transferor hereby confirms the assignment, conveyance and transfer by means of the Amalgamation Agreement to the Transferee, and does hereby release and discharge the Government from, and does hereby waive, any and all claims, demands and rights against the Government which it now has or may hereafter have in connection with the Contract.

2. The Transferee hereby assumes, agrees to be bound by, and undertakes to perform each and every one of the terms, covenants, and conditions contained in the Contract. The Transferee further assumes all obligations and liabilities of, and all claims and demands against, the Transferor under the Contract in all respects as if the Transferee were the original party to the Contract.

3. The Transferee hereby ratifies and confirms all actions heretofore taken by the Transferor with respect to the Contract with the same force and effect as if the action had been taken by the Transferee.

4. The Government hereby recognizes the Transferee as the Transferor's successor in interest in and to the Contract. The Transferee hereby becomes entitled to all right, title, and interest of the Transferor in and to the Contract in all respects as if the Transferee were the original party to said Contract. The term "Contractor" as used in the Contract shall be deemed to refer to the Transferee rather than to the Transferor.

5. Except as expressly provided herein, nothing in this Agreement shall be construed as a waiver of any rights of the Government against the Transferor.

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6. Notwithstanding the foregoing provisions, all payments and reimbursements heretofore made by the Government to the Transferor and all other action heretofore taken by the Government, pursuant to its obligations under the Contract shall be deemed to have discharged pro tanto the Government's obligations under the Contract. All payments and reimbursements made by the Government after the date of this agreement in the name of or to the Transferor shall have the same force and effect as if made to said Transferee and shall constitute a complete discharge of the Government's obligations under the Contract to the extent of the amounts so paid or reimbursed.

7. The Transferor and the Transferee hereby agree that the Government shall not be obligated to pay or reimburse either of them for, or otherwise give effect to, any costs, taxes or other expenses, or any increases therein, directly or indirectly arising out of or resulting from (i) said assignment conveyance and transfer, or (ii) this Agreement, other than those which the Government, in the absence of said assignment, conveyance and transfer, or this Agreement, would have been obligated to pay or reimburse under the terms of the Contract.

8. The Transferor hereby guarantees payment of all liabilities and the performance of all obligations which the Transferee (i) assumes under this agreement, or (ii) may hereafter undertake under the Contract as it may hereafter be amended or modified; and the Transferor hereby waives notice of and consent to any such amendment or modification.

9. Except as herein modified, the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement as of the day and year first above written.

UNITED STATES OF AMERICA

BY

TITLE C. O.

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[Redacted Signature Box]

25X1

TITLE Pres.

[Redacted Signature Box]

25X1

TITLE V. Pres.

CERTIFICATE

I, [Redacted] certify that I am the
Secretary of [Redacted] Incorporated; named above; that
[Redacted] who signed this Agreement on behalf of said
corporation, was then Pres. of said corporation by
authority of the governing body and is within the scope of its
corporate powers.

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Witness my hand and the seal of said corporation this 25 day
of Jan, 1961.

BY

[Redacted Signature Box]

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C E R T I F I C A T E

I, certify that I am the
Secretary of named above; that
 who signed this Agreement on behalf of
said corporation, was then V. P. S. of said
corporation by authority of the governing body and is within
the scope of its corporate powers.

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Witness my hand and the seal of said corporation this
24 day of Jan, 1961.

B

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